

WORKFORCE INVESTMENT ACT CONTRACT WITH ACHIEVEMENT ACADEMY OF DURHAM (AAD)

This contract is made, dated and entered into as of the 1st day of January 2014, between the City of Durham, a municipal corporation ("City") and Achievement Academy of Durham ("Contractor"), a non-profit corporation organized and existing under the laws of the state of North Carolina.

Sec.1. Background and Purpose. The purpose of this contract is to provide Program Element services to Workforce Investment Act eligible Durham youth. Attachment A describes the services proposed. The City, through the Durham Workforce Development Board, is a recipient of Workforce Investment Act formula funds provided through the North Carolina Department of Commerce Division of Workforce Solutions (DWS), for formula Workforce Investment Act purposes. Pursuant to said grant, in keeping with its broad objectives, the City desires to engage the Contractor to render certain services in the furtherance of those objectives. The Contractor shall abide by each paragraph of this agreement and its attachments and all procedures, rules and regulations imposed upon the City by DWS, in connection with the City's receiving the grant referred to above. The specific service to be provided by Contractor is framework services to provide comprehensive guidance and counseling, support services, follow-up services, and leadership services in addition to recruitment, intake, assessment, and funding for occupational skills training to individuals who are enrolled in the Durham YES program administered by the Office of Economic and Workforce Development (OEWD).

Sec. 2. Scope of Services. Contractor shall perform the services and activities outlined in Attachment A. Those services and activities are hereby referred to in this contract as "the Program" or "the Project". The Contractor shall begin performance of those services and activities on or about January 1, 2014. It shall complete those services and activities by June 30, 2014.

Unless the contract requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract and in Attachment B, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Program.

Sec. 4. Payment under Contract. The City shall make payment, on a cost reimbursement basis, to the Contractor for services and activities described in Attachment A, according to the payment schedule and budget set forth in Attachment B, which is attached hereto and incorporated herein. Said payment shall not exceed \$52,000.00. Payment shall be made by the City within 30 days of receipt of invoices for services received from the Contractor. The Contractor shall send invoices to the Accounting Department within the Office of Economic and Workforce Development, addressed to the person whose name and address shall be provided by

the City. The City shall provide the Contractor with blank reporting forms referred to in this Contract, and/or instructions for creating the reports referred to in this Contract, and Contractor agrees to use those forms and instructions. Notwithstanding anything in the Contract which may be to the contrary, Contractor understands and agrees that any payment made under or in any way relating to this contract by the City is limited to the lesser of (i) funds made available for that purpose by North Carolina Department of Commerce, DWS under the grant referred to above, or (ii) \$52,000.00.

Contractor performance will be reviewed on a monthly basis. Failure to reach the goals and objectives, and failure to carry out the services and activities as set out in Attachment A in a timely manner, will result in delay of payment to the Contractor by the City. In the event that the Contractor fails to fulfill its responsibilities under this Contract as set out in Attachment A, the City may terminate the Contract pursuant to Section 8 below.

Sec. 5. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes sub-consultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled "Prompt Payment to Subcontractors," he or she will be referred to as the "Project Manager") determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

(i) the amount of interest due to the Subcontractor under subsection (a), and/or

(ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor. This subsection (b) does not limit any other rights to withhold payments that the City may have. (c) Nothing in this section (titled "Prompt Payment to Subcontractors") shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including

notarization if so specified.

Sec. 6. Insurance. Contractor shall maintain insurance not less than shown in attachment H

Sec. 7. Attachments. The following attachments are made a part of this contract:

Attachment A	Statement of Work
Attachment B	Program Budget
Attachment C	Certification Regarding Lobbying
Attachment D	Financial Assurances and Certification
Attachment E	Drug-Free Workplace Disclaimer
Attachment F	Certifications Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions
Attachment G	Assurances and Certifications
Attachment H	Insurance requirements for Workforce Investment Act Contractors

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control.

Sec. 8. Termination of Contract

A. **For Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Contract; or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract; or if the grant under which this agreement is made is terminated, reduced, impounded, suspended or withheld; then the City shall thereupon have the right to terminate or suspend this Contract. Termination or suspension shall be accomplished by the City's giving written notice to the Contractor at least ten (10) days prior to the date that the contract is to be terminated. In the event DWS reduces the amount of its grant or for any other reason funding must decrease during the course of the contract term, the parties hereto must amend this Contract so that it will accommodate and reflect the action taken by DWD and/or other grantors/governing bodies.

B. **For Convenience.** This Contract may be terminated by the City without cause and independently from any action pertaining to the federal grant under which this Contract has been funded, at the convenience and the sole discretion of the City. The City shall provide the Contractor with at least thirty (30) days written notice prior to the effective date of termination under this paragraph and a \$100.00 termination for convenience fee. In the event of termination for convenience, the City shall make payment for the service performed and authorized expenditures incurred, if any, prior to the termination date, by the Contractor in accordance with the Contract.

C. **Consequences of Termination.** Notwithstanding termination, whether or not premature, all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives. Where a provision of this Contract states a specific requirement to be done before or after termination, (e.g., *see* the third

paragraph of the Section titled Property Management), such a specific requirement shall be followed. Without limiting the preceding two sentences, it is agreed that in the event of termination, whether or not premature,

(1) all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this Contract shall become the property of the City and shall be delivered to the City within thirty (30) days after the completion of the certified audit of this Contract; and

(2) the following shall survive termination:

- (a) all of the Contractor's obligations to report to the City with respect to matters occurring before the termination;
- (b) all of the Contractor's obligations to create, maintain, submit, and allow access to records;
- (c) applicable provisions of the Section titled "Applicable Federal, State and City Requirements; Conflict of Interest; Political Activity"; and .

Sec. 9. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

Mr. Michael Honeycutt
Senior Workforce Development Administrator
City of Durham
Office of Economic and Workforce Development
101 City Hall Plaza
Durham, North Carolina 27701
The fax number is (919) 560-4986

To the Contractor:

Gayle Erdheim
Executive Director
Achievement Academy of Durham
400 West Main St. Suite 103
Durham, NC 27701

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 10. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless indemnities from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnities with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnities" means City and its officers, officials, independent Contractors, agents, and employees, excluding the Contractor (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnities against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnities.

Sec. 11. Identification of Documents. All reports, and other documents completed as a product of this Contract, other than documents used in the administration of the Contract such as reports to the City, shall have placed thereon by the Contractor the following statement: The preparation of this document was financed in part or in whole through funds from the City of Durham Office of Economic and Workforce Development and U.S Department of Commerce.

Sec. 12. Financial Records. The Contractor shall establish and maintain a financial management system which will account for all funds received under this Contract and expenditures made in furtherance of the Project. Such system shall be created and maintained in accordance with generally accepted accounting principles. This system shall be documented to the satisfaction of the City and shall include:

- a. A general ledger (balance sheet and statement of revenue and expenses) in which a summary of all accounting transactions are recorded. In addition, the Contractor shall maintain a cash receipt and disbursement register in which receipts

and disbursements will be documented. Funds disbursed by the Contractor shall be made by pre-numbered checks, used in numerical sequence and must be supported by appropriate documentation. This documentation includes items such as payroll, time and attendance records, invoices, contracts, records of travel payments, and notations showing the approval of an authorized official of the Contractor.

b. The Contractor shall maintain such records and accounts including property, personnel, and financial records so as to assure a proper accounting for all Project funds. These records shall be retained by the Contractor for a period of three years after the City makes final payments to the Contractor pursuant to this Contract and after all other pending matters are closed. At any time after the Contract termination, however, the Contractor may turn these over to the City for retention after completion and acceptance of required audits.

c. The Contractor shall provide an accounting for all funds paid to it by the City under this Contract. More specifically, Contractor's financial management system shall provide for:

- i. Records which identify adequately the source and application of funds under this Contract. These records shall contain information pertaining to encumbrances and unencumbered balances, assets, liabilities, outlays and income.
- ii. Effective control over and accountability for all funds, property and other assets attributed to the Contract. The Contractor shall adequately safeguard all such assets and shall assure that they are used solely for the performance of the Contract.
- iii. Comparison of actual expenditures with budgeted amounts for those expenditures and comparison of financial information with performance or productivity data, including the production of per participant cost information whenever required by the Office of Economic & Workforce Development (OEWD).
- iv. Procedures for determining the allowability and allocation of costs.

d. The Contractor's financial records shall be audited by a Certified Public Accountant at least annually. The auditor shall be obtained and paid by the Contractor without any City funds. Should there be an exception taken during the audit, the Contractor shall resolve the findings and recommendations within thirty (30) days after completion of the audit.

e. Contractor shall have available for in-house reviews, as needed, sufficient additional documentation to justify costs all that are funded under the contract, including, but not limited to:

1. Time sheets or payroll registers.
2. Documentation related to the fringe benefit percentages for each employee whose salary is charged to the contract.
3. Documentation of supply costs.
4. Documentation of other program costs such as, technology, food and meeting costs, professional services, employee morale, insurance, criminal background checks, maintenance and repair and other costs allowable under the NC Department of Commerce and the policies of the Durham Workforce Development Board.
5. Documentation of client support service costs such as childcare, books, supplies, and other costs allowable under the NC Department of Commerce and the policies of the Durham Workforce Development Board.

Sec. 13. Audits and Inspections. At any time during normal business hours and as often as the City, Durham Workforce Development Board, the State of North Carolina, the U.S. Department of Labor, or the Comptroller General of the United States (said four entities and agencies are referred to hereafter as “said Entities”) may deem necessary, the Contractor shall make available to said Entities or the duly authorized representatives of any of said Entities, all of the Contractor’s books, documents, papers, and records pertaining to this contract.

Programs must be conducted in accordance with auditing standards set forth in the financial and compliance handbook entitled “Standards for Audit of Governmental Organizations, Program Activities and Functions”, issued by the Comptroller General of the United States and circulars A-128 and A-133 issued by the Federal Office of Management and Budget. Contractor shall submit a copy of the Contractor’s annual audit report to the OEWD within sixty days of completion of the audit.

Sec. 14. Property Management. All non-expendable personal property acquired for the Project with funds provided in whole or in part under this Contract shall:

- a. become property of the City at the time of acquisition,
- b. be marked by the Contractor with City property numbers obtained from City, and
- c. be turned in to the City upon termination of the Project or at such time as the City makes a request for such property.

Non-expendable personal property is defined as property which will not be consumed or lose its identity during the contract term, has a value of \$100.00 or more at the time of purchase, and is expected to have a useful life of one year or more. Property records for non-expendable personal property shall be accurately maintained by the Contractor and shall reflect the following:

- a. a description of the property;
- b. acquisition date and costs;
- c. vendor of the property; and

- d. percentage of the cost of the property purchased with funds from this Contract.

An inventory of non-expendable personal property shall be made by the Contractor for each calendar quarter and upon completion will be transmitted to OEWD. A final inventory is to be submitted by the Contractor to the City upon the termination of this Contract.

Non-expendable personal property shall not be purchased by the Contractor from funds from this Contract unless OEWD has given its approval. The Contractor shall insure that adequate safeguards are provided to prevent loss, damage or theft of the property. In the case of all suspected thefts and if there is any possibility of a criminal cause of the loss or damage, the Contractor shall report the loss, damage, or theft to the Police of the City, unless the possible crime occurred in another jurisdiction, in which case the Contractor shall report it to the law enforcement authorities with jurisdiction and the Contractor shall provide a copy of the investigation report to OEWD.

Real property shall not be purchased by the Contractor with Project funds unless OEWD had first made a specific, written authorization of such purchase. For the purpose of this Contract, real property means land, land improvements and interests in land, structures and appurtenances thereto.

Sec. 15. Proof of Contracting Requirements. The Contractor shall furnish to the City within ten days after a subcontract is entered into a copy of any subcontract if it is funded, in whole or in part, with funds provided from this Contract. Such subcontracts shall require subcontractors to comply with all applicable federal, state, and local laws and regulations. The Contractor shall not assign any rights under this Contractor or subcontract any portion of the work without express written approval by the City Manager of the City. Contractor shall not use this Contract or its anticipated proceeds to borrow money.

Sec. 16. Procurement. Without limiting the section of this contract titled "Compliance with Law," (Subsection 18 (f)) it is agreed that the Contractor shall comply with all applicable bid and procurement laws with respect to all transactions to purchase apparatus, supplies, materials, and equipment which the Contractor may enter as a result of this Contract.

Sec. 17. Maintenance of Effort. The Contractor further represents that it would have not performed the scope of work in the absence of this contract and that the scope of services is in addition to what the Contractor's level of funds and services would have been in the absence of this contract.

Sec. 18. Miscellaneous

(a) Choice of Law and Forum. This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be

commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to applicable provisions of the following: Contractor shall be in compliance with prohibitions on conflict of interest, political activities, and lobbying provisions in Attachment C, Certification Regarding Lobbying. No compliance review was conducted in accordance with Ordinance to Promote Equal Business Opportunities in City Contracting.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including

apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that chapter shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that chapter, this contract, and State law. The Participation Plan submitted in accordance with that chapter is binding on the Contractor. Section 18-59(f) of that chapter provides, in part, "If the City Manager ermines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(j) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(k) Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract. (5) "Duties" includes obligations. (6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations,

governmental agencies and units, and other legal entities. (7) The word “shall” is mandatory. (8) The word “day” means calendar day.

(l) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager, deputy or assistant City Manager, or the Director of OEWD (if modifications do not increase the contract amount above \$10,000.00) signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(m) Agency. Nothing in this Contract is intended or shall be interpreted to create a joint venture or partnership between the City and the Contractor or constitute either the agent of the other, or make the City in any way responsible for the losses, debts, duties, obligations, responsibilities of liabilities of the Contractor.

(n) Representations. Without limiting any other warranty under this contract, or any right or remedy available to the City, it is agreed that the Contractor warrants the accuracy of representations made by it prior to the date of this contract in materials submitted to the City with respect to the Project, including but not limited to materials submitted in response to the request for proposals.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers. The individual signing on behalf of the Contractor warrants that he or she has the authority to bind the Contractor to this contract.
CITY OF DURHAM

ATTEST:

BY:

PREAUDIT CERTIFICATE

ACHIEVEMENT ACADEMY OF
DURHAM

By: _____

Title: _____

NORTH CAROLINA

Acknowledgment By Achievement
Academy of Durham

COUNTY OF _____

I, a notary public in and for the aforesaid county and state, certify that
_____ personally appeared before
this day and stated that she or he is the (~~strike through the inapplicable:~~) chairperson/
president/ chief executive officer/ vice-president/ assistant vice-president/ treasurer/ chief
financial officer of Achievement Academy of Durham a corporation, and that by
authority duly given and as the act of the corporation, he or she signed the foregoing
contract with the City of Durham and the corporate seal was affixed thereto.

This the _____ day of _____, 20_____.

My commission expires:

Notary Public

ATTACHMENT A

STATEMENT OF WORK

For the upcoming contract year, AAD will provide Pre-GED Tutoring, Alternative High School/GED, and Leadership Development program elements and to add, for the first time, Adult Mentoring services. The mentoring program is Phase One of a comprehensive career development program that the Achievement Academy is introducing in 2014 as we move from a half day academic program to a full day, integrated academic and workforce development model, specifically designed to support the needs of disconnected youth. Mentors from our corporate partners will complete weekly e-mentoring activities with their students, meet monthly with students here at AAD for structured social and career education sessions, and host monthly workplace visits for career exploration and exposure to the norms of a professional work environment. Mentors will evaluate students' weekly participation and determine - along with staff's evaluation of students' attendance and participation in the academic program - their eligibility for a weekly stipend. The career mentoring program, along with the sequence of career development activities that follow it in subsequent years, is designed to create incentives for continuous enrollment, better retention and faster progress through the GED program, increased post-secondary enrollment and attainment, and entry into the workforce with solid educational credentials, extensive professional work experience, and strong networks.

Section Two: Work Plan

The Achievement Academy will provide to WIA youth Pre-GED Tutoring, GED programing, Leadership Development programing and add Adult Mentoring services.

1. **Academic tutoring for pre-GED and other youth with basic skills deficiencies (Starting Points):** The Achievement Academy serves out of school youth who are interested in resuming their education, completing a high school equivalency (GED) diploma, and continuing for post-secondary education or training in order to secure sustainable, living wage employment. Our tutoring program is primarily designed to serve youth with these goals who enter with academic skills deficiencies that need to be addressed before beginning GED study; however, the program also supports youth who have been enrolled by the Framework Provider in occupational training programs but who need academic support in order to complete those programs. We are also able to serve out of school youth who wish to enter a Durham Public Schools drop out recovery program but need basic skills remediation before doing so. Current capacity in this program is 16 youth.

The Achievement Academy Starting Points program includes:

- (a) Intensive, individualized tutoring for 1.5 hours each day, 5 days a week, with a focus on reading comprehension, fluency improvement, and vocabulary and written language development. The reading program emphasizes a metacognitive approach to comprehension and best practice paired reading/think aloud strategies. Student-tutor pairs choose texts at a lexile level slightly above the student's independent reading level so that comprehension and vocabulary are

constantly scaffolded to higher levels. This program has been updated to address expectations of the 2014 GED and current NC Course of Study, both of which are grounded in Common Core standards. Achievement Academy staff and tutors are adept at meeting the learning needs of students with disabilities, and tutoring sessions and materials are individually adapted to address specific learning disabilities and attention, processing, and memory difficulties. We have established an active partnership with the NC Department of Vocational Rehabilitation to secure professional evaluations for students who appear to have disabilities that impact the pace of their learning so that we can implement appropriate instructional strategies, begin the process of requesting GED testing accommodations, and determine if there is a need to consider options other than the GED (for students with major intellectual disabilities).

(b) An additional 1.5 hours each day of tutor-supported, technology based instruction in the Achievement Academy Learning Lab. Student work in the lab is individualized to support each student's specific needs and includes:

- Mathematics development, utilizing Carnegie Learning's Cognitive Tutor Bridge to Algebra program, chosen because of its documented effectiveness and for its excellent integration of mathematical problem solving and language skills.
- Writing development, utilizing Measurement Incorporated's NCWRITE program. The Achievement Academy partnered with Durham-based Measurement, Inc. to pilot NCWRITE with out of school youth in 2012 and has since adopted it as part of its core technology based instructional program. Software access is generously provided by Measurement, Inc. as an in-kind donation.
- SRA Reading Lab materials, in both text and technology based formats, are used to reinforce the comprehension, vocabulary, language convention, and fluency development activities of the intense tutoring program and help students apply their skills in a more structured, multiple choice question format.
- IBM's Reading Companion: This program is being introduced in 2014, specifically to better address the learning needs of youth entering the program with reading proficiencies below the fourth grade level. IBM has partnered with the Achievement Academy to provide this program, along with training and technical support, at no cost. Reading Companion uses voice recognition technology to assist and assess emergent readers and structures interactive reading experiences in ways that align well with our tutoring program.
- SAS Curriculum Pathways – Achievement Academy instructors and tutors utilize SAS's exceptional library of standards-based, interactive activities in core content areas to reinforce reading, written language, and math skills and social studies/science concepts.
- Technology skills development: AAD students utilize online tutorial resources from the U.S. Dept. of Labor's Virtual Career Network and from the Goodwill Community Foundation to build keyboarding skills,

spreadsheet and word processing program proficiency, and internet research and communication skills for academic and workforce tasks

2. **GED preparation/ GED-PLUS:** The Achievement Academy's GED program meets five days a week for three hours a day. Beginning in January 2014, students will be preparing for the new GED exam, which consists of four academic subject tests in Language Arts, Science, Mathematics, and Social Studies. AAD staff utilizes the Framework Provider's initial TABE assessment to determine which students can begin GED study immediately and which need to start their Achievement Academy studies in the Starting Points program. Students may begin their GED studies when their TABE Reading Comprehension survey indicates that they are performing at or above a 9th grade equivalent level. Current capacity in the GED program is 32 students, but we are proposing to serve 18, based on our history of annual referrals from the Framework Provider. The Achievement Academy would welcome the opportunity to serve more WIA students in this program.

Most GED students prepare for one subject area test at a time, attending teacher-facilitated classes for 1.5 hours each day with their remaining academic time spent in the Learning Lab and/or working individually with a tutor for extra assistance. Lab-based instruction is similar to that offered in the Starting Points program (although Reading Companion is not part of the GED lab menu). GED classes are held to a maximum of eight students so that each student is able to receive specialized attention as needed. All GED classes are taught by experienced classroom teachers. Primary instructional materials are drawn from reliable GED preparation texts, and these materials are supplemented with additional topical resources.

The Achievement Academy's GED program is unique to Durham's GED landscape in that we have always approached GED instruction as an opportunity to support the development of deeper student learning, critical thinking, curiosity, and problem solving strategies beyond what is simply required to "pass the test". Our work is directed toward motivating students to broaden their interests and aspirations and inspiring them to continue on to a postsecondary program, fully equipped with the skills they need in order to be successful in a college or professional work environment. This makes our program well adapted to implement the more rigorous standards of the 2014 GED.

GED test readiness will be monitored using official practice tests administered under standard conditions. When students score at or above the median grade for a particular practice test, AAD staff will register students for official testing at Durham Technical Community College. We rely on an excellent, long term working relationship with DTCC testing staff to minimize administrative barriers to students studying with us then testing at the college. AAD staff has undergone training in mindfulness-based approaches to anxiety reduction in an effort to assist the large number of students we see who have difficulty performing optimally under high stress testing situations, and we have been able to teach simple strategies to our students so that they are able to be more effective test takers.

Currently, GED completers at the Achievement Academy are encouraged to participate in a separate, 3 month long postsecondary preparation program offering career and college exploration, application, enrollment, and financial aid support, and academic placement exam preparation to minimize the need for remediation upon college entry. In response to the new college and work-ready standards of the 2014 GED, AAD is incorporating the content of this program into other elements of our programming continuum. Our core GED program, GED-PLUS, will follow the 2014 GED Honors curriculum, which is intended to prepare students for direct access to higher education and career opportunities and therefore includes the academic instruction that was previously provided through our college preparatory program. The less rigorous high school equivalency option of the 2014 GED will be available to students with learning challenges that make the honors option untenable. Non-academic components of the postsecondary preparation program will continue to be offered as part of our expanded Leadership Development program.

(3) Leadership Development: The Achievement Academy offers a range of leadership development experiences for students at all academic levels, including:

- **Student-staff planning conferences:** Informed decision making, self-advocacy, reflection, and planning skills are essential for youth to develop their potential for leadership. Every two months, AAD students participate in a structured planning conference with an individual staff member. The conference culminates in a mutually designed contract that articulates the student's long range educational and career goal, sets realistic short term objectives for the upcoming two months, plans to address any obstacles to success, provides an opportunity for students to make explicit personal commitments to best meet their objectives, request specific commitments from the Achievement Academy staff, and share any concerns about the learning or social environment at AAD. For new Achievement Academy students, staff facilitates these conferences, but that responsibility is transferred to students in time. Check in conferences are conducted half-way through the contract period, so that any needed adjustments or problem solving can be done. The Achievement Academy planning conference process is similar to a workplace performance review and prepares students to participate in and lead a meeting, to advocate for needed assistance and changes in their learning/work environment, and to be responsible partners in their own education. Standard meetings are held once monthly for thirty minutes, with additional time or sessions available as needed.
- **Career/education pathway exploration and planning:** For the past five years, the Achievement Academy's college preparatory program has opened with a three week-long series of career exploration activities culminating in the production of a realistic, informed 10 year career pathway planning document that includes short term training for entry level employment and longer term educational planning for career mobility. Workshops utilize the excellent online assessment, planning, and portfolio tools available through the College Foundation of North Carolina. We have heard from many of our postsecondary students that they would have valued these career exploration experiences earlier in their time with

us, and we are acting on that suggestion and moving these activities to students' first year in our programming continuum.

- **Personal decision making:** Students in AAD's ACES program (see below, Adult Mentoring) will participate in weekly mid-day workshops, co-facilitated by members of our staff and an array of community partners and focused on building awareness, concrete tools, and social support for making personal decisions that lead to better life/career outcomes. Workshop topics include substance use, criminal activity, childbearing timing, personal finances, health/mental health maintenance, and online identity. Program elements are designed using a stages of change model, with the assumption that participants enter at a pre-contemplative stage, so activities utilize motivational interviewing techniques to address the need to evoke awareness, motivation, and a sense of self-efficacy before offering informational programming and referrals. AAD is partnering with staff from the Becoming Project, Carolina Outreach, and Melange, Inc. in the design and delivery of this program.
3. **Adult Mentoring – the ACES Program:** In 2012-2013, Achievement Academy staff participated in and closely followed two local policy initiatives aimed at developing a broad-based community strategy to coordinate youth services in Durham and to reduce youth disconnection. We were struck by the quantity of evidence indicating the value of creating better linkage between education and workforce development programming for youth. We have witnessed the power of that linkage for WIA youth when we have been able to tightly coordinate our services with a student's WIA work experience supervisor; however, resources in that program are generally quite limited and no effective mechanism has ever evolved to assure consistent communication between school and employer. We consequently decided to embark upon a five year initiative to expand our own program so that Achievement Academy students (WIA and non-WIA) all complete a sequence of coordinated, well-managed, and developmentally appropriate career development experiences tightly linked to our academic program. Phase One of AAD's new ACES (Achieving Career and Educational Success) program is a career mentoring and personal decision making program that is linked to the Starting Points pre-GED academic program. The personal decision making programming is described above as part of our leadership development programming menu.

In 2014, career mentoring will be available to 10 pre-GED students. Mentors from local employers in the health services, biotechnology, and financial services sectors will meet monthly with their assigned students here at the Achievement Academy for structured informational panel discussions and lunch. The mentors will sponsor small group visits to their places of employment once a month, focusing on introducing participants to the variety of career ladder opportunities that exist in these industries (administrative, customer service, technical, managerial) and creating broader networking opportunities for students. The mentor-mentee relationship will be sustained on a weekly basis using e-mentoring tools drawn from IBM's MentorPlace program. Student participants will be

- eligible for a small stipend, dependent on mentor review of their participation and school attendance. Mentor matches will be sustained for a minimum of one year, but the intention is for the relationship to carry through Phases 2 and 3 as well, when students will be completing team-based work projects for corporate sponsors (tied to GED programming) and then continuing on for paid internships tied to postsecondary entry. The Achievement Academy has designed the ACES program as a small pilot so that we can maintain a comparison group of nonparticipants and evaluate the effectiveness of the program on school attendance, rate of program completion, postsecondary persistence, and employment outcomes. We hope that it becomes an integrated part of Durham's new YouthWork Internship Program, providing a developmental programming model that is effective for our community's most fragile youth.
4. **Other Services:** WIA youth enrolled at the Achievement Academy have free access to the full spectrum of supportive services that we provide, beyond those program elements to which this proposal responds. We have a full time case manager who coordinates service planning with Framework Provider Youth Specialists and provides supplemental and emergency counseling, guidance, referrals, and crisis intervention services. We routinely provide housing, transportation, legal, healthcare, childcare, nutritional, and personal care support in situations where Framework Provider staff and/or WIA resources are unavailable. In partnership with the Eastern NC Food Bank, AAD maintains a student kitchen that offers simple self-serve breakfast, lunch, and snack items for all students every day.

Section Three: Agency Information

The Achievement Academy was founded in 2004 in response to the large number of Durham's youth who were dropping out of high school and the lack of alternative high school equivalency programs in the community designed with the specific needs of youth in mind. Youth under the age of 18 were not able to enter Durham Tech's GED program, and smaller community based programs were ill-prepared to deal with the academic skills deficiencies and the high need for behavioral structure and personal support that young students exhibited. Most importantly, GED completion was typically seen as an end in itself, and the founders of the Achievement Academy felt strongly that it was important to emphasize the need for further education and training so that graduates could gain access to employment opportunities that had the potential to lift them out of poverty and the low wage, unskilled workforce. The Achievement Academy was specifically founded to assist Durham youth in passing their GED then continuing on to complete a post-secondary degree or recognized occupational certification, thus enabling them to attain a comfortable standard of living. AAD is a registered NC 501(c)(3) nonprofit corporation governed by a volunteer Board of Directors.

The Achievement Academy currently serves 45-55 students each day, with 50-65% of our students referred by the WIA Youth Framework Provider. Priority admission is offered to WIA students, and we have the capacity to serve double our current number of WIA youth. AAD has effectively adapted its programming over the past two years to

meet the needs of the growing percentage of enrollees (WIA and otherwise) with significant disabilities and mental health challenges. The WIA youth services focus on serving Durham's highest risk youth with multiple barriers to success is a precise match with our organization's mission, and our orientation toward education for career readiness corresponds to that of the DWDB as well.

The organization is staffed by highly qualified professionals with extensive experience in the design of integrated educational and support services for youth with multiple challenges. All members of the instructional staff are certified teachers, each with twelve or more years of classroom experience and a deep commitment to holistic, student-centered teaching. Two of AAD's six staff members are fluent Spanish speakers.

The Achievement Academy holds classes in the centrally located Southbank Building, which is easily accessible by public transportation and is completely accessible for individuals with disabilities. Our 2,034 sq ft, first floor facility consists of two large classrooms, a designated area for individual tutoring, a ten-console student computer lab with DSL and wireless access, a student kitchen, a testing room, and a study center for post-secondary students. Our downtown site also provides easy access to DSS, court-related services, the health department, and a broad range of cultural facilities.

The current Youth Services Framework Provider is co-located in the Southbank Building, enabling an ease of communication and the ability to work closely around programming and individual service planning. The staffs of AAD and CPI hold weekly clinical team meetings to efficiently coordinate services and share critical information. AAD staff frequently assists with the Framework Provider's orientation program to offer youth information about educational options in the community.

Because we are a small, educationally focused program attempting to meet the needs of youth with many challenges, we have developed a service model that relies heavily on partnerships with other agencies. We have worked in close collaboration with Community Partners, Inc. for seven years, meeting weekly to coordinate academic and case management services and discuss the need for additional referrals when youth are struggling to succeed. We hold a monthly joint staffing with Vocational Rehabilitation personnel to assure that out-of-school youth with disabilities are receiving the support to which they are entitled. We have built a reliable collaborative relationship with the mental health services community, especially with the Becoming Project and Carolina Outreach, Inc., to connect the 55% of our students with major mental health needs to quality care. Our case manager serves on Duke Medical Center's LATCH advisory council and is able to more effectively connect uninsured youth to needed medical services by virtue of this relationship. We have also forged a working partnership with the Durham Housing Authority to serve residents in our current facility (some of whom are WIA-enrolled) and, potentially, by providing satellite services in DHA communities. AAD staff is active in several community initiatives addressing housing instability among transition age youth, partnering with the City of Durham's Department of Community Development, Carolina Outreach, and the Durham Community Land

Trustees to assist research and development efforts in this area, which is so critical to the success of our students and other WIA youth.

We also understand that educational programming for disconnected youth is one part of Durham's educational landscape, and collaboration with mainstream programs designed to serve in-school youth is important to our success. AAD has an established working relationship with DTCC's Adult Education and Basic Skills programs, primarily oriented toward making sure our students' testing is completed correctly, but we routinely cross-refer students into each others' programs to make sure that there is a best fit between students and institutions. We have provided reading instruction training for the staff at Project Rebound, Durham's newest alternative program for suspended students, and we enjoy a strong working relationship with staff at the Bridgescape program, again to assure that students attend the program best suited to their needs. AAD's director serves on Durham Public School's Closing the Achievement Gap task force in the hope that our insights from successfully serving out of school youth can be helpful in the context of the school district's dropout prevention efforts.

As a nonprofit organization committed to maintaining a healthily diverse revenue base, the Achievement Academy has never developed programs that are entirely dependent on a single income source. Although more than 50% of the Achievement Academy's students are supported by WIA funds, those funds typically account for only 25% of our annual operating funds. At AAD, WIA reimbursements are essentially matched dollar for dollar with funds the organization receives from foundations, individual and corporate donors, and other fundraising initiatives. The ACES career development program that we begin implementing this year provides a tool for increasing the level of corporate support for organizational activities. The WIA-supported career mentoring activities outlined in this proposal are designed to leverage significant corporate and philanthropic resources to underwrite student stipends and develop quality, paid work experiences for students as they progress through the program. The five year financial plan for full implementation of the ACES program that we have shared with outside funders envisions governmental resources (including WIA funds) constituting less than 20% of total project revenue.

Section Four: Performance Outcomes and Assessment Strategies

Assessment Strategies: The Achievement Academy (AAD) has always used performance assessment strategies that bridge to and augment those utilized by the Framework Provider (FP).

Currently, AAD uses the FP's initial TABE reading assessments for placement into either its pre-GED or GED program and as a tool for helping incoming youth set challenging but realistic academic goals and accurately assess their own reading skills. Non-WIA youth are administered a TABE reading survey by AAD staff to determine initial placement. Youth entering with reading comprehension proficiency below a 9th grade equivalent are placed in the pre-GED program.

On occasions when the FP or the enrolling youth question the accuracy of an intake TABE assessment, AAD staff offers to administer an alternative assessment in an attempt to triangulate the results, then works with FP staff, the student, and the student's family to

create a clear understanding of the student's skill level and a consensus about where to begin the program of study. AAD is frequently the first service provider to offer youth and their families a straightforward and sensitive understanding of a youth's proficiency level or to clearly discuss accommodations and challenges related to known or suspected disabilities.

Diagnostic re-administration of the TABE reading survey is done on an approximately quarterly schedule in the pre-GED program, either by AAD staff (internal data use only) or as part of the FP's assessment program to determine if basic skills deficient students are ready to begin GED study. Instructional staff makes promotion decisions on a case by case basis, always attempting to triangulate TABE results with tutor notes, formative assessments using SRA materials, and performance on a GED pretest. ***Over the past three years, 89% of students who were promoted to the GED program based on a TABE reading proficiency level of 9.0 G.E. or better scored at or above the minimum passing score on an official GED pretest.***

Historically, AAD's decision to use only the reading survey for pre-assessment and placement stems from the structure of the current GED, which demands consistently high reading comprehension skills in all subject areas and more limited proficiency in written language and mathematics. Scheduled changes in the GED exam for 2014 appear to call upon a broader range of skills across the curriculum, so we are adjusting our internal pre-testing and diagnostic assessment program to better prepare students for the new GED. Durham's Framework Provider currently uses the TABE reading, math computation, and applied math surveys for basic skills assessment, and we are prepared to do the same if the Framework Provider continues this assessment structure; however, we would advocate for the additional inclusion of the TABE language assessment.

AAD students in the GED program are regularly assessed for subject area mastery by the administration of official GED practice tests. Results are used diagnostically to help teachers and students focus on areas that students have not yet mastered. Students who score at or above the test median are given permission to take the official GED test in that area at Durham Technical Community College. ***Over the past three years, AAD students maintained a pass rate of 98% on official tests taken at Durham Technical Community College.***

Common Measures: Because the Durham Workforce Development Board has never mandated performance measure alignment between Framework and Program Element providers, there have been instances in the past where AAD and FP staff have found themselves working at cross purposes in their good faith efforts to address the needs of individual youth. We believe that a more consistent, uniform approach to outcome measurement will improve the ability of WIA youth services providers to collaborate effectively, clarify expectations for youth, and offer the DWDB better and more actionable information for overall youth services program development.

The Achievement Academy therefore proposes to adopt the performance outcome measures and standards issued in the DWDB's Framework Provider RFP and to

collaborate with the Framework Provider on the administration of assessments, the design and implementation of interventions, and data tracking/sharing. Should these benchmarks change, the Achievement Academy will adopt the revised standards.

- **Literacy/Numeracy Gains:** *At minimum, 37.5% of WIA youth who enter the Achievement Academy with basic skills deficiencies will gain one or more functional level within a year of enrollment in our academic program.*
- **Attainment of Degree or Certificate:** *At minimum, 41.5% of WIA youth who enroll in the Achievement Academy will earn a diploma, GED, or certificate by the end of their 3rd quarter after exit.*
- **Placement in Employment or Post-secondary Education:** *At minimum, 61.2% of WIA youth who enroll in the Achievement Academy will be placed in employment or post-secondary education/advanced occupational training one quarter after exit.*

The Achievement Academy does not currently have access to the WIA online information management system and so would need to structure a process by which data provided by the Achievement Academy and FP data relevant to Achievement Academy performance measurement could be regularly shared and verified.

Other Performance Measures:

- **On Time Attendance:** As a daily provider of instructional programming with a goal of reconnecting fragile youth to workforce opportunities that further education provides, we feel strongly that helping students understand the value of consistent, on-time attendance is critical. We are particularly interested in monitoring whether participation in our proposed career mentoring program improves student attendance relative to nonparticipants. Our student contract process, which is one of our core Leadership Development strategies, sets a clear minimum on-time attendance standard of 80%, and students are coached to engage in active problem solving with staff to address issues leading to substandard attendance. *At minimum 60% of WIA youth who enroll in the Achievement Academy will sustain on-time attendance of 80% or better by the final two month contract period of their first year of enrollment.*

Attachment B

Program Budget

Tutoring/ Pre GED		
	Program Cost (per month)	Participant Cost *(based on 16 participants)
Staff Salaries	1443.75	90.23
Fringe Benefits	206.32	12.90
Rent/Utilities	382.35	23.90
Equipment/Supplies	177.38	11.09
Communication	27.50	1.72
Subtotal Cost	2237.30	139.84
6 Month Total	13423.80	839.04

Leadership Development		
	Program Cost (per month)	Participant Cost *(based on 16 participants)
Staff Salaries	1515.53	94.72
Fringe Benefits	302.38	18.90
Rent/Utilities	191.17	11.95
Equipment Supplies	88.69	5.54
Communication	13.75	0.86
Subtotal Cost	2111.52	131.20
6 Month Total	12669.12	787.20

Alternative Secondary Education/GED		
	Program Cost (per month)	Participant Cost *(based on 18 participants)
Staff Salaries	1925.00	106.94
Fringe Benefits	276.09	15.28
Rent/Utilities	509.80	28.32
Equipment/Supplies	236.50	13.14
Communication	36.67	2.04
Subtotal Cost	2984.06	165.78
6 Month Total	17904.36	994.68

Program Element	6 Month Total
Alternative Education/ GED	\$17904.36
Leadership Development	\$12669.12
Adult Mentoring	\$ 7261.50
Tutoring/Pre-GED	\$13423.80
Program Total	\$52,000.00

In-Kind Funds (6 mos)		
Description	Source	Amount
Case Manager's support of academic program (salary/ben.)	General funds	6788.
Administrative support (salary/ben.)	General funds	9918.
Program costs other than materials/equipment	General funds	3575.
General operating expenses other than rent/utilities	General funds	2943.
Unbilled instructor hours (salary/benefits)	General funds	2257.
Work-study tutor salaries/benefits	General funds	2252.
Volunteer tutor and mentor hours	In-kind	\$10,296
Total Amount of In-Kind Funds		\$38,029

Budget line item amounts subject to change, but not to increase the overall budget amount of \$42,000

Adult Mentoring		
	Program Cost (per month)	Participant Cost *(based on 10 participants)
Staff Salaries	854.33	85.43
Fringe Benefits	160.17	16.02
Rent/Utilities	127.45	12.75
Equipment/Supplies	59.13	5.91
Communication	9.17	0.92
Subtotal Cost	1210.25	121.03
6 Month Total	7261.50	726.18

Attachment C

Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Attachment D
FINANCIAL ASSURANCES AND CERTIFICATION

- A. The Program Applicant (hereinafter referred to as the "Contractor") assures that it will fully comply with the requirements of the Workforce Investment Act (Public Law 105-220) and its regulations, the WIA Local Area Plan approved by the DWDB, and the North Carolina Division of Workforce Development.
- B. The Contractor assures that it will administer its services under the WIA in full compliance with safeguards against fraud and abuse as set forth in WIA and the WIA Regulations; that no portion of its WIA service will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, disability, or political affiliation or belief; that it will target employment and training services to those most in need of them.
- C. The Contractor assures that it will administer its services funded under the WIA in accordance with these provisions: (1) a trainee will receive no payments for training activities in which the trainee fails to participate without good cause; (2) on-the-job training participants will *be* compensated by the employer at the same rate, including periodic increases, as similarly situated employees or trainees and in accordance with applicable law, but in no event less than the higher of the rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 of the applicable State Minimum Wage Law; and (3) participants employed in activities authorized under the Act must be paid wages which will not be less than the highest of (a) the minimum wage under Section 6(a)(1) of the Fair Labor Standards Act of 1938, (b) the minimum wage under the applicable State Minimum Wage Law, or the prevailing rates of pay for individuals employed in similar occupations by the same employer.
- D. The Contractor assures that it will administer its services under the WIA in full compliance with health and safety standards established under State and Federal law and that conditions of employment and training be appropriate and reasonable in light of such factors as the type of work, geographical area and proficiency of the participant.
- E. The Contractor assures that all staff and participants/enrollees paid from the grant funds and employed in any service• will be covered by workers compensation benefits in accordance with State law; that enrollees in WIA work-related training will be provided accident or medical insurance to cover any injury resulting from participation in the program; and that enrollees employed in subsidized jobs will be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.
- F. The Contractor assures that no funds available under the WIA will be used for contributions on behalf of any enrollee to retirement systems or plans; to impair existing conditions for services or collective bargaining agreements; to assist, promote, or deter union organization; and to displace any currently employed worker.
- G. The Contractor assures that no enrollee will be employed or fill a job opening when any other individual is on layoff from the same or substantially equivalent job, or when

the employer terminates the employment of any regular employee or otherwise reduces its work force with the intention of filling vacancies so created by hiring participants subsidized under the Act; and no funds may be used to create promotional lines that infringe upon any current promotional opportunities.

- H. The Contractor assures compliance with all federal rules and regulations which prohibit *the* use of WIA funds to lobby the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan. If lobbying has occurred utilizing other than Federal appropriated funds, the Contractor agrees to file a disclosure report if applicable.
- I. The Contractor assures and certifies that it is in compliance with federal rules and regulations, Debarment and Suspension, 29 CFR Part 98 and is not presently debarred, suspended, for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal department or agency.
- J. The Contractor assures and certifies that the Contractor has in place an established grievance procedure to be utilized for grievances or complaints about its program and activities from participants/enrollees, sub-grantees, and subContractors and other interested parties.
- K. The Contractor will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) which requires fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- L The Contractor will comply with the provisions of the Hatch Act, which limits the political activity of certain State and local government employees and enrollees in federally funded programs.
- M. The Contractor will comply with NC-GS-234, which prohibits public officials and employees from having a personal interest in any contract to which s/he is also a party in an official capacity.
- N. The Contractor assures and certifies that it will comply with restrictions regarding conducting business with businesses on the Environmental Protection Agency's List of Violating Facilities. Contracts and subcontracts in excess of \$100,000, or circumstances where the Division of Workforce Development has determined that orders under an 'indefinite quantity financial agreement' in any year will not exceed \$100,000, or *if* a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1319 (c)] and is listed by the Environmental Protection Agency (PA) or is not otherwise exempt, the Contractor assures that: (1) no facility to be utilized in the performance of the grant has been listed on the EPA List of Violating Facilities; and (2) it will notify the DWDB, prior to award of the receipt of any communication from the Director of Federal Activities, U.S.E.P.A., indicating that a facility to be utilized for a contract is under consideration to be listed on the EPA List of Violating Facilities.
- O. The Contractor will comply with the provisions of nepotism related to federally funded programs.

- P. The Contractor assures and certifies that enrollees will not be employed on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
- Q. The Contractor assures and certifies that it, and all of its subContractors, will comply with applicable provisions of the following laws as they relate to employment and training procedures:
- The Drug Free Workplace Act
 - The Davis-Bacon Act
 - The Immigration Reform Act
 - Child Labor Laws
 - The American's with Disabilities Act
 - The Fair Labor Standards Act

Certification

This is to certify that all specifications contained in the DWDB's Request for Proposal have been read, understood, and addressed in the proposal; that the required format has been followed; that all of the information contained in this proposal is true and correct that the Contractor organization will comply with all of the above assurances; and that this proposal has been duly authorized by the governing body of the Contractor organization.

CONTRACTOR NAME _____

SIGNATURE _____ DATE _____

Attachment E
Drug-Free Workplace Disclaimer

Name of Contractor: _____ Date: _____

Contractor Signature: _____

In accordance with the Drug-Free Workplace Act of 1988, Contractor will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity or work associated with this contract

Attachment F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

- 1 By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction,"

- “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Attachment G

**Assurances and Certifications of Adherence to Program Requirements
and Restrictions of Workforce Investment Act of 1998**

Name of Contractor: _____ Date: _____

Contractor Signature: _____

In order to receive funding under the Workforce Investment Act of 1998 (WIA) (Public Law 105-220) and its regulations, the following program requirements, and restrictions must be adhered to, in as such, the Contractor certifies to the following statements:

1. Ensures that no funds described in Section 129 or Section 134(a) of the Workforce Investment Act (WIA) are used to develop or implement education curricula for school systems in the state. **Section 129(b)(4)/Section 134(a)** Yes ☐ No ☐ NA ☐

2. Certifies that funding for activities that involve sectarian activities have been prohibited in accordance with **Section 667.266** and **Section 188(a)(3)**. Yes ☐ No ☐ NA ☐

3. Certifies that procedures to prohibit the displacement of current workers, the impairment of existing contracts for services or collective bargaining agreements, the replacement of laid-off workers and the infringement on promotional opportunities of current workers. **Section 181(b)(2)(3)**.

Yes ☐ No ☐ NA ☐
4. Certifies that working participants are covered by workman's compensation or other insurance. **Section 181(b)(4)/667.274**. Yes ☐ No ☐ NA ☐
5. Certifies that provisions have been made that all individuals in programs shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working in similar length of time and doing the same type of work. **Section 181(b)(5), 667.272**. Yes ☐ No ☐ NA ☐
6. Certifies that provisions have been made to ensure that no funds are being used to assist, promote, or deter union organizing. **Section 181(b)(7)**. Yes ☐ No ☐ NA ☐
7. Certifies that provisions have been made that all individuals in programs be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have

similar training, experience, and skills. **Section 181(a)** (In no event shall the rate be less than the applicable State or local minimum wage law.).

Yes ☐ **No** ☐ **NA** ☐

8. Certifies that provisions have been made to prohibit the use of funds to encourage or induce relocation of a business. No funds provided under this title shall be used or proposed for use to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is in the United States. **Section 181(d)(1).** **Yes** ☐ **No** ☐ **NA** ☐

9. Certifies that provisions have been made to prohibit the use of funds for customized or skill training and related activities after the relocation of a business until after 120 days. **Section 181(d)(2).**

Yes ☐ **No** ☐ **NA** ☐

10. Certifies that provisions have been made to prohibit the use of funds for employment-generating activities, economic development activities and similar activities that are not directly related to training for eligible individuals; and no funds may be used for foreign travel. **Section 181(e).**

Yes ☐ **No** ☐ **NA** ☐

11. Certifies that provisions been made that allow for the testing and sanctioning of participants for the use of controlled substances. **Section 181(f).** **Yes** ☐ **No** ☐ **NA** ☐

12. Certifies that provisions been made to prohibit any discrimination based on: (a) age, disability, race, color, national origin, or sex; (b) participation in a program or activities that receive funds under this title; (c) certain non-citizens. **Section 188(a).** **Yes** ☐ **No** ☐ **NA** ☐

13. Certifies that provisions have been made to ensure that funds are not used to duplicate services available in the area. **Section 195(2).** **Yes** ☐ **No** ☐ **NA** ☐

14. Certifies that provisions have been made to ensure that participants are not being charged fees for placement or referral. **Section 195(5).** **Yes** ☐ **No** ☐ **NA** ☐

15. Certifies that provisions have been made to ensure that no financial assistance is provided to any program that involves political activities. **Section 195(b).** **Yes** ☐ **No** ☐ **NA** ☐

16. Certifies that provisions have been made that ensure that participants are aware of grievance procedures. **Yes** ☐ **No** ☐ **NA** ☐

17. Certifies that the Contractor will abide by the WIA Act, regulations, and applicable business licensing, taxation and insurance requirements. **Yes** _ **No** _ **NA** _

18. Certifies that the Contractor has provisions regarding modification of the contract, the handling of disputes, and termination, including termination for convenience of the government.

Yes _ **No** _ **NA** _

19. Certifies that the Contractor will maintain records until such time that they may be disposed of but not before a final audit on the records. Also certifies and grants access to the records by the NCCCS, the State, and the USDOL. **Yes** _ **No** _ **NA** _

20. Certifies liability, sanctions, and debt repayment. **Yes** _ **No** _ **NA** _

21. Certifies the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. **Yes** _ **No** _ **NA** _

22. Certifies provision to prohibit political activities (Hatch Act). **Yes** _ **No** _ **NA** _

Attachment H

Insurance requirements for Workforce Investment Act Contractors

Contractor shall maintain insurance not less than the following:

Commercial General Liability, covering

- premises/operations
- products/completed operations
- broad form property damage
- contractual liability
- independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- combined single limit not less than \$1,000,000 per occurrence

Automobile Liability

- single limit combined coverage in the amount of \$1million

Workers' Compensation Insurance, covering

- statutory benefits;
- covering employees; covering owners partners, officers, and relatives (who work on this contract) (this must be stated on the certificate)
- employers' liability, \$1,000,000.
- Waiver of subrogation in favor of the City of Durham

Insurance shall be provided by:

- companies authorized to do business in the State of North Carolina
- companies with Best rating of A-VIII or better.

Insurance shall be evidenced by a certificate:

- providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- certificates shall be addressed to:
City of Durham, North Carolina
attention: Finance Director
101 City Hall Plaza
Durham, NC 27701
- both the insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.